AMENDMENT OF SOLICITATION/MODIFICATION O			RACT	1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 8
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req				(If applicable)
01	2004JUN03	SEE SCHEDULE				
6. Issued By	Code W56HZV	7. Administered By (If other than Item 6)				Code S2404A
TACOM WARREN BLDG 231	DCMA VIRGI					
AMSTA-AQ-ATAA PATRICIA ADAMS (586)574-8627		10500 BATTLEVIEW PKWY SUITE 200				
WARREN, MICHIGAN 48397-5000						
HTTP://CONTRACTING.TACOM.ARMY.MIL						
EMAIL: ADAMSP@TACOM.ARMY.MIL		s	CD C	PAS NONE	ADP 1	РТ но0338
8. Name And Address Of Contractor (No., Street	et, City, County, State and	l Zip Code)		9A. Amendmen	nt Of Solicitation	n No.
RADIAN INC.						
5845 RICHMOND HWY			9B. Dated (See	Item 11)		
ALEXANDRIA, VA. 22303-1865						
			Х	10A. Modificat	tion Of Contract	t/Order No.
				DAAE07-03-D-	S008/0023	
TYPE BUSINESS: Large Business Perfo			10B. Dated (See Item 13)			
Code 2R341 Facility Code				2004APR22		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers						
is extended, is not extended.						
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:						
(a) By completing items 8 and 15, and returning copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR						
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE						
SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the						
opening hour and date specified.						
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA						
I3. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.						
A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In						
The Contract/Order No. In Item 10A.						
B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).						
X C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties						
D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.						
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
SEE SECOND PAGE FOR DESCRIPTION						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force						
except as provided herein, all terms and condi- and effect.	tions of the document refe	renced in item 9A or	IUA, as he	eretofore change	ed, remains uncl	hanged and in full force
15A. Name And Title Of Signer (Type or print))			Of Contracting	Officer (Type o	r print)
		JUDITH K. BUSHAJ@TA		.MIL (586)574	-7041	
15B. Contractor/Offeror	15C. Date Signed					16C. Date Signed
				(a=e		
(Signature of person authorized to sign)	-	By(Si	gnature o	/SIGNED/ of Contracting C	Officer)	2004JUN03
NSN 7540-01-152-8070	l	30-105-02	5114141 C			ORM 30 (REV. 10-83)

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Name of Offeror or Contractor: RADIAN INC.

SECTION A - SUPPLEMENTAL INFORMATION

- 1. The purpose of this modification 01 to task order 0023 is to incorporated minor revisions to the Statement of Work, pages 4 through 6, of the Basic task order. In addition, this modification 01 revises CDRL A001, adds CDRL A005 and changes the Contracting Officer's Representative for the task order 0023.
- 2. Therefore, Section C of the Basic Task Order (pages 4 through 6, titled, "PM TRAILERS Fleet Analysis/Strategic Plan Support") is replaced in it's entirety by Section C of this modification 01, titled "PM TRAILERS Fleet Analysis/Strategic Plan, mod 01."
- 3. In addition, this modification 01 replaces CDRL A001 and incorporates CDRL A005, see Section J.
- 4. Please note, via this modification 01, the Contracting Officer has designated Ms. Diane Pasqual (586-753-2644) as the Contracting Officer's Representative (COR) for this task order.
- 5. The Government and the Contractor, Radian Inc., agree to these revisions at no additional cost to either party.
- 6. The total dollar value of the task order remains at \$249,952.39.
- 7. All other terms and conditions of the task order 0023 remain the same.

*** END OF NARRATIVE A 002 ***

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Name of Offeror or Contractor: RADIAN INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PM TRAILERS

Fleet Analysis/Strategic Plan Support
STATEMENT OF WORK (Mod 01)

Background. The PM Trailers Office was established by the AAE in July 2002 with the mission of acquiring and transforming the Armys 85,000 light, medium and heavy tactical trailer fleet to meet the Armys Requirements. PM Trailers will lead the transformation of the tactical trailer fleet to attain the expeditionary attributes of campaign quality Army. The PM Trailer Strategic/Long Range Plan is a living document which addresses short term and long term goals to better manage PM Trailer programs.

- 1.0 Scope. The purpose of task order is to acquire 3,000 CPFF hours of program management and logistical support to provide an assessment of Tactical Wheeled Vehicle (TWV) trailer systems/fleets and make recommendations regarding their disposition. The trailer systems to be assessed are identified in the PM Trailer Master Listing to be provided as. Government Furnished Information/Documentation at the Integrated Concept Team (ICT) meeting (see also para 7.0). Once approved, the contractors assessment and corresponding recommendations will be incorporated into the current PM Trailers Strategic/Long Range Plan [dated February 2004] and the updated PM Trailers Strategic/Long Range Plan will be revised by the Contractor and re-submitted by 30 March 2005.
- 2.0 Location/Period of Performance. The contractor will perform the following tasks at the Contractors facility.

 The contractor will not be provided on-site workspace at TACOM-Warren. The period of performance for this task order is estimated to be approximately one year; however this is only an estimate. The contractor is authorized to continue performing work until the 3,000 hours are exhausted; provided that
- (a) In no event shall the contractor continue performance beyond one year from the date of issuance of this task order; and
- (b) In no event shall the contractor continue performance beyond the point where the 3,000 hours authorized by this task order have been expended.

The contractor may not invoice, and the Government shall have no obligation to pay, for any work performed under this task order in violation of these limitations. No overtime costs are authorized.

- 3.0 Requirements: This is a cost-plus-fixed-fee completion task order [see FAR 16.306(d)(1)]. The Contractor shall perform the following program management/logistic support:
- 3.1. Trailer Fleet Analysis. The Contractor shall review the PM Trailer Transformation Master Listing (see also para 7.0). Upon completion of the contractors review, the contractor shall make recommendations regarding disposition of each trailer system using the instructions and criteria contained at para 3.1.3 herein. To accomplish the review, the Contractor shall research applicable databases (see paragraph G of Attachment 1) and/or travel to trailer fielding sites to inspect trailers (see paragraph 5.0). The Contractor shall gather data, research findings, analyze the alternatives and make recommendations. The Trailer Fleet Analyses shall provide disposition recommendations, together with all supporting information, shall be provided to the Contracting Officers Representative (COR) in accordance with CDRL A001.
- 3.1.1 The Contractor is required to complete In Process Reviews (IPR) documents; the documents shall be submitted to the Contracting Officers Representative (COR) for review/revisions and/or approval in accordance with CDRL A005.
- 3.1.2 See revised CDRL A001.
- 3.1.3 The Contractor shall, using the guidance provided at Attachment 1 (see also Government Furnished Information/Document), review the status of the trailer fleet and provide assumptions and make recommendations. The contractor shall recommend one of the following disposition categories for each trailer system:
- (a) restore to 10/20 standard
- (b) focused rebuild
- (c) complete rebuild
- (d) recommend disposition if repair exceeds MEL factors detailed in TB-43-0002-81; see

 $\verb|https://www.logsa.army.mil/etms/data/A/015166.pdf for details.|$

- 3.1.4 The draft (and final) analyses shall list the costs associated with each option (a, b, c and d above), considering the age and condition of the trailer and provide basic assumptions/recommendations for each of the trailer systems reviewed each month.
- 3.1.5 The COR shall review the draft analyses and recommendations and make decisions based upon the Contractors suggested strategies. The COR will request revisions and/or provide final approval within three (3) working days of receipt from the Contractor. The Contractor will incorporate all COR revisions and re-submit to the COR in Final Contractor format within

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Name of Offeror or Contractor: RADIAN INC.

three (3) working days in accordance with CDRL A001.

- 3.2 PM Trailers Strategic/Long Range Plan (Update). The Contractor shall update the latest PM Trailers Strategic/Long Range Plan, dated February 2004 (provided as GFI, see para 5.0 herein) with the recommendations provided via the deliverables generated under CDRL A001 to this Task Order (see paragraph 3.1 inclusive). The final PM Trailers Strategic/Long Range Plan shall be submitted to the Contracting Officers Representative in accordance with CDRL A002, (no later than 30 March 2005). The Plan will incorporate the summaries of the Fleet Analyses into the February 2004 Strategic Plan. The Final PM Trailers Strategic/Long Range Plan shall be updated in accordance with Army Guidance; the Contractor shall review and ensure that the updated re-submitted plan shall conform to the Army Strategic Planning Guidance 2006-2023 (provided as GFI).
- 3.3 Start of Work Meeting. The Contractor shall host a Start of Work meeting within one week after task order award. The meeting will take place at TACOM-Warren. The contractor will ensure that subcontractors are invited to this meeting. The Government Furnished Information (see para 7.0 herein) will be provided at the Start of Work meeting.

 Agenda and minutes of the start of work meeting will be prepared and submitted in accordance with CDRL A003.
- 3.4 Briefings and Meetings. The Contractor is required to support briefings and meetings on the Trailer Fleet Analysis, Strategic Plan and Trailer Transformation Plan. The Contractor shall generate the draft Integrated Concept Team (ICT) Charter in accordance with CDRL A005.
- 4.0 Monthly Cost and Status Reports. The Contractor shall submit monthly electronic reports to the COR and the PCO identified in accordance with CDRL A004. These reports shall include amount of funds and number of hours expended to date (for the month and cumulatively); funds and number of hours remaining; detailed description of the individual task order status, items delivered during the past month, action items and responsible parties, outstanding issues or problems, and work effort completed to date.
- 4.1 The Contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of this task order in the most economical manner. If, any time, the contractor has reason to believe that the hours which it expects to incur in performance of a particular task exceed the estimated number of authorized hours, the contractor shall notify both PCO and COR in writing. Said notice must be furnished as early as possible and prior to the incurrence of any additional hours. Pursuant to FAR 52.232-20, the contractor is required to notify the contracting officer in writing 60 days prior to expending (i) 75% of the total estimated cost or (ii) 75% of the ordered hours (3,000), whichever comes first. In addition to the monthly deliverable, the Contractor shall conduct a monthly review of the Fleet Analysis and all efforts described with the Contracting Officers Representative as well as any other Senior Management of PM Trailers.

 Monthly reviews will be held at PM Trailers, Building 231, Detroit Arsenal, Warren, MI.
- 5.0 Travel. Contractor personnel may be required to travel (CONUS and OCONUS) in order to perform this task order. A ceiling-priced CLIN for travel will be established at the time of award. The Government COR must authorize all travel in writing in advance. Authorized travel shall be payable as a direct cost and vouchers for reimbursement of travel must be included with the monthly invoice and approved by the COR prior to payment. There will be no reimbursement for local travel in and around contractors local place of performance (within 50 mile radius of TACOM). The contractor shall provide a written certification, prior to travel, that sufficient funds are available on the travel CLIN to complete the travel. Air travel will be accomplished on regularly scheduled commercial flights in the most economical manner consistent with the successful accomplishment of the mission. Reimbursement for the cost of lodging and incidental expenses will be considered to be reasonable and allowable to the extent that costs submitted for reimbursement do not exceed the rates and amounts allowed by the Joint Travel Regulation as applies to civilian employees of the United States Government.
- 5.1 The contractor shall document after action trip and meeting reports (via electronic or written format as directed) for each attended event. A trip report (including dates, time and location of travel , a summary of the activities and an action item list) is required and must be submitted in accordance with CDRL A003 within five days after completion of travel. 6.0 Performance Standards. The costs for housing, travel (to/from TACOM, Warren, MI, the contractors local place of performance and place of residence) and food for onsite employee is not an allowable cost under this task order. Contractor shall not be reimbursed for any work performed by the onsite employee that is (a) outside the scope of work (b) an inherently Governmental function or (c) used to aid, influence or enact legislation. The employees effort will be performed in strict accordance with the scope of work of this task order. The policies of the Office of Federal Procurement Policy Letter 92-1 and Department of Defense Directive 4205-2 must be followed. While rendering services under this task order, the contractor employee is not subject, by contract terms or in any manner of its administration, to the supervision and control normally prevailing in relationships between the Government and its employees. The employee agrees to refrain from any activity that will appear, in effect, to be that of a Government employee and is prohibited from performing inherently Governmental functions. Appropriate COR control must be preserved to ensure that the employees performance of permissible services does not approach or appear to approach prohibited personal services because of the manner in which the task order is performed or administered. The employee will be monitored/observed but not supervised by the COR and other Government employees while performing.
- 7.0 Government-Furnished Information/Documents. To complete the tasks specified, the list of applicable Technical Manuals for PM Trailers systems is provided as the last page of this Statement of Work for reference (see Attachment 1 to this SOW).

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Name of Offeror or Contractor: RADIAN INC.

The Government will give the Contractor access to several Government databases listed in paragraph G of Attachment 1 that the Contractor must have in order to meet the requirements (i.e., the PM Trailers Transformation Listing, the PM Trailers Strategic/Long Range Plan dated February 2004, and The Army Strategic Planning Guidance 2006-2023). These documents will be provided to the Contractor at the Start of Work Meeting.

- 8.0 Security. The contractor must obtain a favorable investigation before accessing the TACOM databases and Local Area Network in accordance with Army Regulation AR 380-19. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be classified for official use only (FOUO). The contractor shall not release information or data without the express written approval of the Procuring Contracting Officer. Only U.S. Citizens are authorized to work on this effort. Non-Use and Non-Disclosure Agreements are required of all contractor personnel performed under this task order.
- 9.0 Contracting Officers Representative (COR). The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the contracting officer to perform specific technical functions. The contracting officer has designated Ms. Diane Pasqual (586-753-2644) as the contracting officers representative (COR) for this task order. The Contractor will receive a copy of the written designation after task order award that will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order. The COR is not authorized to appoint Functional Technical Representatives under this task order.
- 10.0 Organizational Conflict of Interest. As a condition of award of this task order, the contractors eligibility for future prime contract awards or subcontract awards may be restricted regarding any future Trailer (systems or major component) acquisitions. The contractor agrees, as specified in clause H.2 of the base Omnibus II contract and FAR Subpart 9.5, to outline the actions to be taken by the contractor during the performance of the task to avoid and mitigate any conflict of interest. The Contractor agrees, for specific vehicle and systems listed herein, that the Government or an authorized representative may, up to three years after acceptance of all programmatic documentation to be delivered under this task order, restrict the Contractors future participation in any resulting trailer acquisition action(s). If the Contractor demonstrates to the Contracting Officer that there may be a possible conflict of interest arising out of an existing contract, the Contracting Officer shall take the necessary action to delete that requirement from this task order.

ATTACHMENT 1

to

PM TRAILERS

Fleet Analysis/Strategic Plan Support
STATEMENT OF WORK

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*Government Furnished Information (GFI) (see para 7.0)
A. Army Strategic Review (ASR) Master List (provided at SOW meeting)
B. Prioritized Schedule of 37 Trailer Systems (provided at SOW meeting)
C. PM Trailers Stragegic/Long Range Plan (provided at SOW meeting)
D. The Army Strategic Planning Guidance 2006-2023 (provided at SOW mtg)
E. Chart B-16, Maximum Expenditure Level (MEL) factors (attached to RFP)
F. List of Technical Manuals (included in SOW)
                 TM9-2230-324-14&P, M105A3, 30 September 1999.
1.
2.
                 TM9-2330-397-14&P, M1112, 1 ton, 24 April 2000.
3.
                 TM9-2330-267-14&P, M149, 1 ton, July 1991.
4.
                 TM9-2330-202-14&P, M116, ton, October 1993.
5.
                 TM9-2330-205-14&P, M200A1, 2 ton, Sept. 1984.
                 TM9-2330-386-14&P, M871A2, 22 ton.
6.
7.
                 TM9-2330-XXX-14&P, M872, M872A1, M872A3, Aug. 1991.
                 TM9-2330-380-14&P, M129A4, November 1996.
8.
9.
                 TM9-2330-384-14&P, M967A1, October 1990.
                 TM9-2330-398-24&P, M969A2
10.
                  TM9-2330-38-14&P, M1062, July 1990
11.
12.
                  TM9-2330-357-14P, M860A1, December 1992
                  TM5-2330-378-14&P, M870A1, May 1988
13.
14.
                 TM9-2330-207-24P, M127, M127A1C, M127A2C,
                                        M128A1, M128A1C, M128A2C
                                        M129A1, M129A1C, M129A2C April 1988
                 TM9-2330-374-14&P, M129A3, Jul 1986
15.
16.
                 TM9-2330-213-14&P, M105A1, M105A2 Oct. 1990
```

CONTINUATION SHEET

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Name of Offeror or Contractor: RADIAN INC.

TAV-Total Asset Visibility
FEDLOG
OSMIS-Operation and Sustainment Management Information System

*** END OF NARRATIVE C 002 ***

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Name of Offeror or Contractor: RADIAN INC.

SECTION J - LIST OF ATTACHMENTS

List of Number

Addenda _____ Title _____ Date of Pages Transmitted By

C. CATEGORY:

Attachment 002 CDRL A001 AND A005 25-MAY-2004 002

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO B. EXHIBIT:

D. SYSTEMITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO A001

2. TITLE OF DATA ITEM: PM Trailer Fleet Analysis

3. SUBTITLE: Trailer Fleet Analysis/Recommendation

4. AUTHORITY 5. CONTRACT REFERENCE: 3.1 (inclusive)

6. REQUIRING OFFICE: SFAE-CSS-TV-T

7. DD250 REO: LT 8. APP CODE: 9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: Every 30 days after task order award

11. AS OF DATE: See Blk 16 12. DATE OF FIRST SUB: See Blk 16

13. DATE OF SUBS.SUB: See Blk 16

14. DISTRIBUTION A. ADDRESSEES See Blk 16

B. Draft COPIES

Final

15. TOTAL: see Blk. 16

16. REMARKS: The Contractor will prepare and provide a Trailer Fleet Analysis/Recommendations, based on reviewing trailer systems. The first draft analysis is due 30 days after task order award, in accordance with paragraph 3.1 of the Statement of Work. Each subsequent trailer fleet analysis will be due every 30 days thereafter. These documents (draft and final version) will be submitted electronically, in Microsoft Excel format, to the COR, Diane Pasqual at pasquald@tacom.army.mil. The (draft)PM Trailer Transformation Plan shall be submitted by 30 March 2005 to the COR.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO
D. SYSTEMITEM:

B. EXHIBIT:

C. CATEGORY:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO A005

2. TITLE OF DATA ITEM: In Process Reviews (IPRs), Briefings/Meetings

3. SUBTITLE: Integrated Concept Team (ICT) Charter

4. AUTHORITY 5. CONTRACT REFERENCE: 3.1 (inclusive)

6. REQUIRING OFFICE: SFAE-CSS-TV-T

7. DD250 REQ: LT 8. APP CODE:

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Block 16

11. AS OF DATE: See Blk 16
13. DATE OF SUBS.SUB: See Blk 16

12. DATE OF FIRST SUB: See Blk 16

14. DISTRIBUTION A. ADDRESSEES See Blk 16

B. Draft COPIES

Final

15. TOTAL: see Blk. 16

16. REMARKS: The Contractor will prepare the In Process Review (IPR) documents in Microsoft Word format and/or PowerPoint. The first IPR is due 7 June 2004; the second IPR is due 14 July 2004. Thereafter the IPR document is due every 30 days through the period of performance of the task order. The Contractor shall attend weekly Integrated Concept Team (ICT) meetings to be held on site at TACOM.

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Name of Offeror or Contractor: RADIAN INC.

The Contractor will generate a draft written ICT Charter that will describe the mission of the ICT. All written documents will be submitted electronically to the COR, Diane Pasqual, at pasquald@tacom.army.mil.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

*** END OF NARRATIVE J 001 ***